

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Residential Funding Company, LLC,

Plaintiff,

v.

Civil No. 13-3523 (JNE/FLN)

BMO Harris Bank, N.A. d/b/a M&I Bank,
FSB,

Defendant.

This case is before the Court on Residential Funding Company, LLC's motion to transfer venue. The parties' arguments are similar to those made by the parties in *Residential Funding Co., LLC v. Cherry Creek Mortgage Co.*, Civil No. 13-3449 (filed Dec. 12, 2013). The Court denied Residential Funding's motion to transfer venue in *Cherry Creek Mortgage*. For essentially the same reasons, the Court denies Residential Funding's motion to transfer venue in this case.

The provision regarding jurisdiction and venue in the client contract that Residential Funding attached to its Complaint differs from the one quoted in *Cherry Creek Mortgage*. Here, the provision provides that that Client's consent to the jurisdiction and venue of any state or federal court in Minnesota "does not affect GMAC-RFC's right . . . to commence legal proceedings or otherwise proceed against Client in any other jurisdiction or court." Assuming that the provision renders consideration of private-interest factors appropriate, the Court concludes that Residential Funding failed to demonstrate that transfer serves the convenience of parties and witnesses. *See Atl. Marine Constr. Co. v. U.S. Dist. Court*, 134 S. Ct. 568, 581-82 (2013).

Based on the files, records, and proceedings herein, and for the reasons stated above, IT IS ORDERED THAT:

1. Residential Funding's motion to transfer venue [Docket No. 15] is DENIED.

Dated: April 29, 2014

s/Joan N. Ericksen
JOAN N. ERICKSEN
United States District Judge